

DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Labor Statistics and Research

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco

CA 94142-0603



**IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES
REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS
AND APPRENTICE SCHEDULE**

INTERIM PREVAILING WAGE DETERMINATION FOR THE CRAFT OF #SHEET METAL WORKER

Issue Date: June 21, 2007

Expiration date of determination: July 21, 2007* Effective until superseded by new determination issued by the Director of Industrial Relations. Contact Division of Labor Statistics and Research (415) 703-4774 for new rates after 10 days from the expiration date if no subsequent determination is issued.

Localities: All localities within Inyo and Mono Counties.

Craft	Employer Payments						Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other			Daily	Saturday	Sunday/ Holiday
Sheet Metal Worker	\$34.53 ^a	\$6.62	\$7.02	-	\$0.77	\$0.52	8	\$49.46	\$66.72	\$66.72 ^b	\$83.99

Indicates an apprenticeable craft. *Please refer to the interim apprentice schedule issued below.*^a Includes an amount withheld for working dues.^b Saturdays in the same work week may be worked at straight-time if job is shut down during the normal workweek due to inclement weather.*This determination applies only to projects advertised for bids on or after July 1, 2007.*

INTERIM APPRENTICE SCHEDULE FOR THE CRAFT OF SHEET METAL WORKER

Localities: All localities within Inyo and Mono Counties**JOURNEYMAN DETERMINATION REFERENCE:** *Please refer to the above interim determination issued June 21, 2007.*

Craft	Periodic Wage Percentage Progressions										Health And Welfare	Pension	Vacation and Holiday	Training	Other Payment
	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th					
Sheet Metal Worker	^A 50%	^A 53%	^A 56%	^A 59%	^A 62%	^A 65%	^A 68%	^A 71%	^A 74%	^A 77%	B	C	NONE	FULL	FULL

^A Duration per period is six months.^B First four steps, contact the Division of Apprenticeship Standards; remaining steps receive the full amount.^C To obtain information on employer payments, contact the Division of Apprenticeship Standards at (213) 576-7750.*This interim apprentice schedule applies only to projects advertised for bids on or after July 1, 2007.*

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HOLIDAY PROVISION

FOR

SHEET METAL WORKER

IN

INYO, MONO, ORANGE, RIVERSIDE AND LOS ANGELES^a COUNTIES.

^a Applies to that portion of the county south of the Imperial Highway and east of the Los Angeles River, including all of the cities of Pomona, Claremont and Long Beach.

RECEIVED
Department of Industrial Relations

AUG 05 2004

Div. of Labor Statistics & Research
Chief's Office

**STANDARD FORM OF UNION
AGREEMENT**

**SHEET METAL, ROOFING,
VENTILATING AND
AIR CONDITIONING
CONTRACTING DIVISIONS OF THE
CONSTRUCTION INDUSTRY**

Agreement entered into July 1, 2003 by and between Orange Empire SMACNA and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and Local Union No 105 of Sheet Metal Workers' International Association, hereinafter referred to as the Union for Catalina Island and that portion of Los Angeles County south of Imperial Highway and east of the Los Angeles River including the cities of Pomona, Claremont and Long Beach, Orange, Riverside, San Bernardino, Mono, Inyo Counties and the northeast part of Kern County east of Highway 395 from Red Mountain to the Inyo County line.

ARTICLE I

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all airveyor systems and airhandling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all airhandling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or

Employees shall be at the shop or project site at scheduled starting time each day and shall remain until quitting time.

SECTION 2. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (See Addenda) or days locally observed as such, and Saturday and Sunday shall be recognized as holidays. All work performed on holidays shall be paid as follows: (See Addenda.)

SECTION 3. It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to the Union in advance of scheduling such work. Preference on overtime and holiday work shall be given to employees on the job on a rotation basis so as to equalize such work as nearly as possible.

SECTION 4. Shift work and the pay and conditions therefore shall be only as provided in written addenda attached to this Agreement. Energy conservation—Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of the **geographical jurisdiction of the collective bargaining area**, employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

SECTION 2. When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone

or other method of payment. If this alternative method is used, it will be provided in a written addendum attached hereto. If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

ARTICLE VIII

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be \$(See Addenda) per hour, except hereinafter specified in Section 2 of this Article.

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices, pre-apprentices and/or classified sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

SECTION 3. The provisions of Section 2 of this Article, Section 2 of Article II and Section 1 of Article III shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Doublewall panel plenums
12. Angle rings

**ADDENDUM NO. 23
HOLIDAYS AND VACATIONS**

SECTION 1. The following are designated holidays:
New Year's Day, January 1
Presidents Day, the third Monday in February
Friday before Easter
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Veterans Day, designated Federal date
Thanksgiving Day, the fourth Thursday in November
Christmas Eve, December 24
Christmas Day, December 25

In addition to the above, the following shall be holidays:

- a. The Monday after any designated holiday that falls on Sunday, excluding Easter Sunday.
- b. When any designated holiday falls on Saturday, the Friday before shall be a holiday.
- c. When any designated holiday falls on Thursday, the Friday after shall be a holiday.
- d. When any designated holiday falls on Tuesday, the Monday before shall be a holiday, with the exception of Christmas Eve.

SECTION 2. It is hereby agreed that each Employee covered by this Collective Bargaining Agreement may take three weeks off from work without pay each and every calendar year. Such time off shall be taken with the mutual consent of the Employer and the Employee. Such time off shall be scheduled so that it will not create an undue hardship on the Employer and in no case in excess of ten percent (10%) of the number of Employees at one time where the Employees exceed ten (10) in number.

**ADDENDUM NO. 24
WORKING HOURS**

SECTION 1. Regular working hours shall consist of forty (40) hours per week, eight (8) hours worked per day, between the hours of 6:00 a.m. and 6:00 p.m. with no more than one (1) hour for lunch. In no event shall starting time in the shop or on the jobsite begin before 6:00 a.m. unless otherwise authorized by the Local Union.

SECTION 2. With the written consent of a majority of the Employees, the Employer may establish regular working hours consisting of ten (10) consecutive hours per day, forty (40) hours per week, Monday through Thursday or Tuesday through Friday. Prevailing wage laws, if different, shall supersede this option on prevailing wage projects.

SECTION 3. Employees having worked and reported back to work the following day shall only be terminated at lunch time or at regular quitting time. This does not apply to any new Employee's show up time, as defined in Article VIII, Section 10 of the Standard Form of Union Agreement.

SECTION 4. When conditions beyond the Employer's control (inclement weather, power failure, etc.) result in the loss of a normal workday during the normal workweek, the Employer may, with the PRIOR written approval of the Local Union, schedule a make-up day on Saturday at the straight time rate of pay up to the maximum of forty (40) hours per week. The decision to work, on the part of the Employee, will be optional and not mandatory. The work that will be permitted to be performed under these conditions will be only work that would have been performed had the job not suffered a shut down. This does not apply if Saturday is a holiday.

Under no circumstances will hoisting, rigging or any other activity not considered normal day-to-day activity be done under these conditions. All such activity must be done under the overtime provisions of this Agreement. The Union will have the right to make the final determination in deciding if this Section is applicable to the conditions of any job requesting a make-up day.

SECTION 5. SHOP WORK. When the Employer and a majority of the Employees in a shop agree to start work prior to the regular starting time, the Employer shall notify the Union in writing of this fact before changing the starting time, on the letterhead of the Employer, verified by the Shop Steward, and stating the agreed upon starting time and closing time of the eight (8) hour work day which shall provide for not more than one hour for lunch, and thereupon until the Union is otherwise notified, such hours shall be the work day for the Employees of such Employer in the shop. If the starting time for work is changed, the work performed before and after the changed work day shall be compensated per the contractual overtime rates. An overtime permit shall be required for any truck leaving the shop prior to the shop starting time.

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SCOPE OF WORK PROVISION

FOR

SHEET METAL WORKER

IN

INYO, MONO, ORANGE, RIVERSIDE AND LOS ANGELES^a COUNTIES.

^a Applies to that portion of the county south of the Imperial Highway and east of the Los Angeles River, including all of the cities of Pomona, Claremont and Long Beach.

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February 22, 2007

ADVISORY SCOPE OF WORK

Please note that this advisory scope of work does not apply for metal roofing systems work in the counties where we have issued prevailing wage rates for the Metal Roofing Systems Installer. Please refer to the statewide general prevailing wage determinations for the Metal Roofing Systems Installer on pages 2J to 2J-15.

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sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

ARTICLE II

SECTION 1. No Employer shall subcontract or assign any of the work described herein which is to be performed at a jobsite to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

SECTION 2. Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this Agreement.

ARTICLE III

SECTION 1. The Employer agrees that none but journeymen, apprentice, pre-apprentice and classified sheet metal workers shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMWIA shall be provided to the Employer.

ARTICLE IV

SECTION 1. The Union agrees to furnish upon request by the Employer duly qualified journeymen, apprentice, pre-apprentice, and classified sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement.

ARTICLE V

SECTION 1. The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable grounds for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

SECTION 2. If during the term of this Agreement the Labor Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

SECTION 3. The provisions of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

ARTICLE VI

SECTION 1. The regular working day shall consist of **Eight (8)** hours labor in the shop or on the job between eight (8) a.m. and five (5) p.m. unless modified in local negotiations and the regular working week shall consist of five (5) consecutive **Eight (8)** hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week, shall be at **one and one-half (1½)** times the regular rate. Where conditions warrant, the regular work day may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the Local Union and Employer.

SECTION 4. It shall be a violation of this Agreement for an Employer or a Union member to collaborate to do moonlight work.

SECTION 5. It shall be the Employer's responsibility to work with the Local Union to stop moonlighting, to notify the Local Union when equipment is bought by an Employee, and to notify the Local Union upon his knowledge of an Employee doing moonlighting work.

ADDENDUM NO. 40

TESTING-ADJUSTING-BALANCING

SECTION 1. Whenever any air balancing, testing or adjusting is required, said work shall be performed by qualified Sheet Metal Workers.

SECTION 2. In the event that any unusual or special condition arises, interfering with the compliance of Section 1 of this Addendum by the Employer, said Employer shall request a meeting of the Joint Industry Committee for a decision dealing with the unusual or special condition.

SECTION 3. The signatory parties hereto agree to cooperate in every way to promote and establish training classes in order to qualify a sufficient number of Sheet Metal Workers for this type of work.

SECTION 4. When a national TAB agreement has been established, it will become an Addendum to this Agreement. Employers cannot reduce any compensation or change any other consideration given to TAB Employees in accordance with state law for use of their personal vehicles to transport employer equipment. The NJAB retains jurisdiction to implement and enforce this Addendum.

ADDENDUM NO. 41

RME - RMO

SECTION 1. Any Journeyman Sheet Metal Worker who is listed as an RME or RMO on a valid California State Contractors License shall be considered as an Employer and shall abide by the terms of this Agreement.

SECTION 2. Journeyman members, applicants for membership or any Employee of a signatory Employer, holding valid State Contractors Licenses C20, C43, C38 or C44, shall inactivate their

ADDENDUM NO. 45
"MOST FAVORED NATIONS" CLAUSE

If any more favorable conditions are granted by Sheet Metal Workers' Local Union 105 to any other Employer who is "directly competitive" with the signatory Employers of this Agreement in the jurisdictional area of Local Union 105, all Employers will have the right to adopt that Agreement in its entirety, effective immediately. "Directly competitive" refers to work performed within the jurisdiction of Local Union 105 and work which is within the scope of this Agreement.

Furthermore, Local Union 105 agrees to provide copies of the existing "directly competitive" Agreements, to the Employers Association within ten (10) days of signing of this Agreement and further agrees to provide the Employers Association with copies of any "directly competitive" Agreements subsequently entered into, within ten (10) days of their signing.

The Employers signatory to this Agreement shall not have the right to adopt agreements of the following nature:

- (a) Work for which relief under Resolution 78 or similar programs has been granted to all eligible signatory Employers who have applied for relief prior to bid;
- (b) Work performed under project agreements; and
- (c) Newly organized Employers with respect to work existing at the time of signing the new Employer to this Collective Bargaining Agreement.

ADDENDUM NO. 46
SUPPLEMENTAL AGREEMENTS

SECTION 1. Individual Employers who are signatory to this Standard Form of Union Agreement and the Addenda thereto, are eligible to sign and utilize Supplemental Agreements properly negotiated between Local Union 105 and Orange Empire SMACNA now existing, or which may be negotiated in the future.

SECTION 2. It is understood and agreed by the parties hereto that an individual Employer must be signatory to this Standard Form of Union Agreement and the Addenda thereto, as the master and binding contract, to qualify to use Supplemental Agreements.

SECTION 3. Each signatory Employer must have fully complied with all of the terms of the Signing of Agreement Addendum in these Addenda to the Standard Form of Union Agreement to qualify for employment of Employees under the terms of Supplemental Agreements, Reciprocal Agreements between Local Unions, Special Agreements under Resolution 78 or Equity Funds.

SECTION 4. It is understood that such Agreements must have the effect of preserving and/or gaining such work for that Employer and the Union.

SECTION 5. Supplemental Agreements to this SFUA and the Addenda thereto include but are not limited to Residential, Light Commercial, and Service, and are properly negotiated solely between Local Union 105 and Orange Empire SMACNA.

ADDENDUM NO. 47
LEGAL COMPLIANCE

Should any Article or Addendum of this Agreement be invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such Article or Addendum shall be treated for all purposes as null and void, and where possible such Article or Addendum, as soon as practical, be corrected so as to become legal by joint negotiations by the parties to this Agreement. All other Articles and Addenda of this Agreement shall continue to remain in full force and effect.

ADDENDUM NO. 48
CLARIFICATIONS OF THE STANDARD FORM

SECTION 1. It is hereby agreed that Article II, Section 2 and Article VIII, Section 2 of the Standard Form of Union Agreement is interpreted by the parties hereto to include "Fringe Benefits." Nothing in said Article is intended by the parties to be effectuated or enforced in a manner contrary to law.

SECTION 2. It is hereby agreed to clarify Article I, Section 1 of the Standard Form of Union Agreement to mean that "materials used in lieu thereof" shall also include, but not be limited to, plastic and fiberglass as well as any other substitute material.

SECTION 3. The Employer and the Union agree that Article I, Section 1 of the Standard Form of Union Agreement does not specifically list

all work included in the jurisdictional claims of the Sheet Metal Workers International Association and, such jurisdictional claims are included as if written in its entirety. Further, for clarification to signatory Employers and members of the Union on covered installation work, the Employer and the Union agree to add the following to Article 1, Section 1:

SECTION 3(a). Odor control systems regardless of material used, air washers and scrubbers, air dryers, roof curbs, dampers of all kinds, sound traps, mixing boxes, attenuators, air blenders, variable air volume (vav) boxes of all types, environmental rooms, clean rooms, cold rooms, access doors related to air handling systems, louvers, breaching and stacks, all vents, exhaust systems of all types and hoods used for collection of any airborne substance or material.

SECTION 3(b). Sheet metal roofing, flashing, coping, fascia, soffits, gutters and downspouts, column covers, interior and exterior metal trim, skylights, metal ceilings, louvers, metal siding, expansion joints, metal roof decks, and all other architectural sheet metal work and ornamental sheet metal work (interior or exterior), and all work such as underlayment in conjunction with metal roofing systems not limited to plywood, insulation, ice shields and vapor barriers.

SECTION 4. It is hereby agreed to clarify Article VIII, Section 6 of the Standard Form of Union Agreement that the Employer shall have unlimited movement of Journeymen, Apprentices, Pre-Apprentices and Classified Workers per jobsite, in accordance with the Ratio Addendum in this Agreement, within the geographical jurisdiction of Local Union 105 to perform any work which the Employer deems necessary.

SECTION 4(a). Apprentices shall not be employed on a jobsite that creates a conflict with their school attendance as required by the JATC. Working on remote jobsites and missing school will not be accepted as an excuse.

SECTION 5. Article III of the Standard Form of Union Agreement is further clarified as follows: Work Assignment Notification. The Employer shall notify the Union in writing, on the form as approved by the Joint Industry Committee, written evidence of assignment for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. Written evidence of assignment of work shall be sent to the Union within five (5) working days after the Employer receives the contract for such work.

SECTION 6. In order to further clarify Article VIII, Section 3, Item 5, residential pipe and fittings (production wage rates), of the Standard Form of Union Agreement, residential work is defined as single dwellings, duplex dwellings, triplex dwellings, apartment dwellings and condominiums not exceeding four (4) stories.

SECTION 6(a). Except as outlined above, all custom or special design sheet metal items and work described in Article 1, Section 1 of the Standard Form of Union Agreement used on any other type of construction or sheet metal work shall be performed only by Employees covered by and pursuant to this Agreement.

ADDENDUM NO. 49 AGREEMENT PRINTING

It is agreed that the Employers Association and the Local Union will share the cost of printing the Agreement booklets, the cost of which shall be mutually agreed upon. The Employers Association will pay the cost and provide three (3) copies of the booklet for each member of the Multi-Employer Bargaining Unit. The Local Union will pay the cost and provide one copy to each member of the Local Union.

ADDENDUM NO. 50 SIGNING OF AGREEMENT

This Agreement is signed by the Employer Association on behalf of the Multi-Employer Bargaining Unit as per the list submitted by the Employers Association to the Union.

For maintaining records, the Union will furnish three (3) copies of the Affirmation Agreement for signature by each Employer.

In addition, the Employer will be provided three (3) copies of the Standard Form of Union Agreement, the version of which is stated in the Preamble, and Addenda in booklet form as per the Agreement Printing Addendum.

SECTION 1. All parties to this Agreement agree to sign the Affirmation Agreement within ten (10) days after presentation by a Union representative or receipt by mail.

SECTION 2. Parties not signing the Affirmation Agreement within the above time limits are subject to action by the Local Joint Adjustment Board having jurisdiction.

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TRAVEL AND SUBSISTENCE PROVISION

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SECTION 4. Shift work and the pay and conditions therefore shall be only as provided in written addenda attached to this Agreement. Energy conservation—Retrofit work performed outside the regular work day in occupied buildings shall be performed under shift work conditions to be established by the local parties or by the National Joint Adjustment Board on the request of either party, if not locally provided.

ARTICLE VII

SECTION 1. When employed in a shop or on a job within the limits of **the geographical jurisdiction of the collective bargaining area**, employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

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ARTICLE VIII

SECTION 1. The minimum rate of wages for journeymen sheet metal workers covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be \$(See Addenda) per hour, except hereinafter specified in Section 2 of this Article.

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by journeymen, apprentices, pre-apprentices and/or classified sheet metal workers within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

SECTION 3. The provisions of Section 2 of this Article, Section 2 of Article II and Section 1 of Article III shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers, grilles, registers
9. Sound attenuators
10. Chutes
11. Doublewall panel plenums
12. Angle rings

and he shall direct the Employees in carrying out the orders.

SECTION 6. The first Journeyman entering the jurisdiction of Local Union 105 (under the Two Man Rule, Article VIII, Section 6 of the SFUA), shall be a Foreman. This provision applies to each jobsite. This Section is to be used for work assignment only and shall not be construed to establish the authority of a Foreman. A Foreman may be assigned any of the above named responsibilities at the option of the Employer.

SECTION 7. A Detailer is a Journeyman Sheet Metal Worker capable of performing all items of work covered under Article 1, Section 1 of the SFUA, who is employed to prepare detailed shop drawings and as-builts in their entirety from the use of civil, architectural, structural, electrical and mechanical drawings and specifications. A Detailer shall receive 10% over Journeyman wage scale while performing his duties as a Detailer.

SECTION 8. Apprentices in their last two years of the Apprenticeship Program may be trained to perform the duties of Detailer provided that such Apprentice takes full advantage of the classes offered in blueprint reading and detailing that are available to the Apprentice and provided by the Joint Apprenticeship Training Committee. The "Apprentice Trainee" must be under the supervision of a Journeyman Detailer. After graduating to Journeyman status, the Apprentice Trainee may continue training in the designation of Detailer-Applicant as outlined in Section 9 of this Addendum.

SECTION 9. For the purposes of training and providing opportunities for the Journeyman applicant who desires to become a Detailer, the parties hereto will establish a category called "Detailer-Applicant." The purpose of this category is to encourage (and make it economically feasible for) the Employer to train Employees in this highly skilled segment of the industry. To be eligible to become a Detailer-Applicant, the Employee must have satisfactorily completed the required JATC course offered in "Blueprint Reading" and "Detailing." The rates of pay for a Detailer-Applicant will be based on hours of on-the-job training as follows:

First 500 hours.....	Journeyman Scale
Next 500 hours.....	Journeyman Scale plus 2 %
Next 500 hours.....	Journeyman Scale plus 5 %
Next 500 hours.....	Journeyman Scale plus 7 %

An experienced detailer who desires to upgrade his skills in computer aided design detailing may utilize the Detailer-Applicant category, provided that the Employee has satisfactorily completed the computer aided design courses offered by the JATC.

Thereafter, the Employee, when performing the functions of a Detailer, must be paid the full Detailer scale, as outlined in this Addendum. The Employee cannot be required, nor permitted, to either extend his hours in each category or to voluntarily reduce his category. In order to properly administer this program and to avoid any abuse of same, all Detailer-Applicants must be registered with the Union and/or JATC as being a participant in this program. Anyone performing the work of a Detailer who is not registered as a Detailer-Applicant must receive the full Detailer rate of pay. Any Employer or Employee who attempts to circumvent the intents and purposes of this Section will be barred from further participation in the program. The Employer and the Detailer-Applicant will be jointly responsible for reporting to the Union and/or JATC the hours of on-the-job training received by the Detailer-Applicant on a monthly basis.

ADDENDUM NO. 15 ZONE CENTER AND ZONE RATES

SECTION 1. Zone centers shall be established as follows:

Zone A:	57 and 10 Freeways Crossing
Zone S:	Employer's shop.

SECTION 2. The Employer, upon execution of this Agreement, shall select either Zone A or Zone S as his zone center. The zone center for Employers not signatory to an Agreement with Local Union 105 shall be Zone A.

SECTION 3. The Employer upon execution of this Agreement shall operate from such zone center for the duration of said Agreement.

SECTION 4.

Zone 1	0 - 50 miles	FREE
Zone 2	50+ - 75 miles	20.00
Zone 3	75+ - 100 miles	30.00
Zone 4	100+ - 125 miles	50.00**

**Beyond 100 miles refer to Subsistence Addendum

SECTION 5. The above zone rates shall apply on days worked only. No travel time will be allowed on the above zone rate schedule except as hereafter specified in this Agreement and Employees are to report to work on the jobsite at the approved starting time and remain until quitting time. The Employer must post a map in his shop showing these rates.

SECTION 6. When an Employee travels from home to a job in a zone area and back to home he shall receive the zone rates and no mileage will be paid.

SECTION 7. When an Employee reports to work in one zone and is transferred to another zone within the same working day, the Employee must receive the highest zone rate plus mileage from job to job.

SECTION 8. When an Employee travels from shop to job and job to home, he shall receive $\frac{1}{2}$ of the prevailing zone rate plus mileage from shop to job.

SECTION 9. Mileage shall be paid at thirty-five cents (\$0.35) per mile when an Employee uses transportation other than that supplied by the Employer, traveling from shop to job, from job to job, or from job to shop.

SECTION 10. An Employee transporting materials using the Employer's vehicle shall be paid the proper overtime rates before and after regular working hours, except when the Employee is furnished a company vehicle on a twenty four (24) hour basis, and the material is loaded and unloaded on company time.

SECTION 11. When the immediate work site falls on a dividing zone line, the highest zone rate will prevail.

SECTION 12. When an immediate work site cannot be reached directly from one zone to another and a higher zone must be passed through to reach the work site, then the highest zone rate shall be paid.

SECTION 13. If the Employer furnishes company transportation for the Employee, no zone pay shall be paid within the territorial jurisdiction of Local Union 105, and the Employee shall report to the jobsite at the regular starting time and leave at the regular quitting time.

SECTION 14. An Employee who is furnished company transportation shall be paid in accordance with Section 4 on all jobs beyond Zone 1 when working outside the jurisdictional boundaries of Local Union 105.

SECTION 15. Any claim for past due zone pay filed by an Employee with Local 105 shall be null and void when more than thirty (30) days has expired since the violation occurred.

The Employer shall not be relieved of his responsibility for zone pay payments under the disclaimer clause in this Section.

SECTION 16. No zone pay shall be paid for working in the shop.

ADDENDUM NO. 16 SUBSISTENCE AND OUT OF TOWN

SECTION 1. All work beyond one hundred (100) miles from the Zone Center is out of town work and subsistence shall be paid. The subsistence rate is fifty dollars (\$50.00) per day or actual expenses, whichever is higher.

SECTION 2. When working in the jurisdiction of another Local Union, the Employer agrees to pay the Employee the subsistence rate as outlined in the Local Union Agreement in the jurisdiction of the Local Union where the work is to be performed, or actual expenses incurred, whichever is higher.

Any Employee required to work out of the jurisdiction of Local 105 shall receive his weekly subsistence in advance. For five days or more worked out of the jurisdiction of Local 105, subsistence shall be paid on a seven day basis, or actual expenses, whichever is higher. When an Employee works one hundred, twenty-five (125) miles from the Zone Center, within the jurisdiction of Local Union 105, and work continues into the following week and, the Employee remains in said area, subsistence shall be paid on seven (7) day basis, or actual expenses, whichever is higher.

If the Employee chooses to travel from the jobsite to home, he shall be responsible for furnishing his own gasoline for each trip.

For each round trip beyond one hundred (100) miles from the zone center required by the Employer, where the Employer does not furnish transportation, the Employee shall be reimbursed for transportation at the rate of thirty-five cents (\$0.35) per mile for said transportation.

SECTION 3. On work assignments or jobs of more than one day duration, travel time shall be paid at the straight time rate of pay during the regular working hours, Monday through Friday. When an Employee is required to travel from the jobsite back to the zone center before regular working hours or after regular working hours, the Employee shall be compensated at one and one-half (1½) times the regular rate of pay.

SECTION 4. No subsistence payment will be required on a job of one day duration on out of town work and the Employee shall receive the proper overtime rates of pay before and after the regular working hours in addition to mileage to and from the jobsite at thirty-five cents (\$0.35) per mile when the Employer does not furnish transportation.

SECTION 5. An Employee may be required by the Employer to travel by public transportation (airplane, train, etc.) and in such event, he shall be paid travel time at the straight time rate of pay during the regular working hours, Monday through Friday, from home to destination and from destination to home. Time and one-half (1½) shall be paid for other than regular working hours for such travel from home to destination and return.

SECTION 6. Catalina and offshore islands shall be considered as out of town subsistence work and the Employer agrees to pay the Employee the subsistence rate as outlined above.

SECTION 7. Any claim for past due subsistence payments filed with Local No. 105 by an Employee shall be null and void when more than 30 days has expired since the violation occurred. The Employer shall not be relieved of his responsibility for subsistence payment under the disclaimer clause in this Section.

ADDENDUM NO. 17 INLAND EMPIRE

SECTION 1. Inland Empire work is described as non-prevailing wage jobsites located in Riverside and San Bernardino Counties.

SECTION 2. The Journeyman taxable wage for work under this Addendum shall be \$29.34 effective August 1, 2003. The wage and fringe package increases for Journeymen working under this Addendum only shall be 85¢ effective February 1, 2004, 72¢ effective August 1, 2004, 72¢ effective February 1, 2005, 72¢ effective

August 1, 2005, 72¢ effective February 1, 2006, 72¢ effective August 1, 2006, and 72¢ effective February 1, 2007. Section 5 of the Minimum Wage Scale Addendum shall apply when contribution increases to established fringe benefit funds are required by the trustees for maintenance of benefits.

SECTION 3. Journeymen working under this Addendum shall receive all fringe benefits as outlined in the Minimum Wage Addendum. Apprentice and Classified Worker wage scales shall not be affected by this Addendum.

SECTION 4. The ratio for work performed under this Addendum shall be 50/50 Journeymen to Classified Workers and/or Apprentices.

SECTION 5. This Addendum shall not apply to fabrication of sheet metal products for sale.

SECTION 6. This Addendum shall not apply to prevailing wage work regardless of location.

SECTION 7. Once an Employer has been found in violation of any section of this Addendum by the Local Joint Adjustment Board, the Employer shall not be eligible to utilize this Inland Empire Addendum for the duration of this Agreement.

ADDENDUM NO. 18 SECURITY GATES

On remote jobsites on out of town work when an Employee is required to report to any security guarded gate, he shall be paid mileage, in addition to subsistence, unless he lives within ten (10) miles from the jobsite, or unless the Employer furnishes transportation, and the Employee shall report to the security guarded gate at the established starting time and leave the gate at the established quitting time.

ADDENDUM NO. 19 PARKING

SECTION 1. The Employer shall reimburse the Employee for actual parking expenses incurred by the Employee. No Employee shall be required to park any farther away than the adjacent block on which the shop or jobsite is located, if available.

SECTION 2. For purposes of defining distances required for parking, Section 1 is only applicable if the blocks adjacent to the jobsite are deemed to be the equivalent of an average city block.

SECTION 3. The Employer shall pay for all toll charges for toll roads, bridges, etc. except while the Employee is commuting to and from work.

SECTION 4. When Section 1 is not applicable (as defined in Section 2) and when an Employee is required by the Employer to park farther away from the shop or jobsite than mentioned in Section 1 above, his starting time shall start at his assigned place of work, or if applicable, the appropriate gang box, and his quitting time will be in the parking lot.

ADDENDUM NO. 20

LOST TIME FOR

MEDICAL TREATMENT OR EXAMINATION

SECTION 1. An Employee suffering an industrial injury or industrial disease necessitating medical treatment or examination by a physician or registered nurse, while in the employ of any signatory Employer, shall be entitled to receive wages at regular straight time rate of pay for any time lost from the work shift in which the injury occurred, on account of said examination or treatment. It is understood, however, that the Employee, after receiving such examination or treatment, shall report back to the shop or jobsite provided time and/or the extent of injury allows.

a. If the injury occurs in the first part of the shift, and the Employee is unable to return to work, he will receive four (4) hours pay.

b. If the injury occurs in the second part of the shift, and the Employee is unable to return to work, he will receive eight (8) hours pay.

ADDENDUM NO. 21

WORKING CONDITIONS

SECTION 1. No Employee shall be permitted to furnish drill bits, power tools, mechanical punches over ten inches (10") in length, socket and ratchet sets (1/2" drive and larger), circumference rules three feet (3') or larger, two foot (2') square, twenty-four inch (24") or larger level, pipe wrenches, and hand saws (excluding hack saw frames).

SECTION 2. All Employees will respect company tools and equipment and the care thereof.

SECTION 3. All Employees shall be allowed ample time to gather up company and personal tools on company time.

SECTION 4. No Employee shall rent to the Employer any tools, equipment or conveyance of any kind or description.

SECTION 5. Whenever possible, a tool box of sufficient size shall be made available by the Employer on every jobsite to store all of the tools of the Employees working on that jobsite.

ADDENDUM NO. 22

SAFETY

SECTION 1. Heating and air conditioning duct in cross sectional area exceeding three square feet shall not be erected in lengths longer than eight feet (8') when being erected manually (without mechanical hoisting equipment.) Ten foot (10') joints may be erected manually if fabricated in a continuous joint.

SECTION 2. Rectangular duct may be delivered to the jobsite in single joint lengths. Fittings are to be considered as a single joint of duct. Duct shall not be assembled in more than single lengths in the shop, but a damper may be installed in the length of duct. This Section does not apply to signatory Employers who fabricate and section said duct work within the jurisdiction of Local Union 105.

SECTION 3. Employers and Employees shall be equally responsible to enforce general industry safety orders and construction safety orders as adopted by the Division of Occupational Safety and Health of the State of California and/or the Western States Council of California, Arizona, Nevada and Hawaii, or any applicable governmental agency.

SECTION 4. The Employer shall be directly responsible to see that each Employee required to use a "Powder Actuated Tool" shall be properly trained.